

CHORPENNING, GOOD, CARLET
& GARRISON, ESQS.

Michael J. Zaretsky, Esq. (MZ-7098)

1135 Clifton Avenue

Clifton, New Jersey 07015-2666

(973) 777-7340

Attorneys for Defendant, Ameriprise Financial Services, Inc., sued herein as "Ameriprise Financial Services, Inc., its agents, servants and/or employees"

-----X
RICHARD SHORE and RITA SHORE

Plaintiff,

v.

AMERIPRISE FINANCIAL SERVICES,
INC., its agents, servants and/or employees,

Defendants.
-----X

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Civil Action No:

NOTICE OF REMOVAL

TO: Betram Siegel, Esq.
Siegel & Siegel, Esqs.
300 Route 4 East
P.O. Box 279
Teaneck, NJ 07666
201-837-2300
Attorneys for Plaintiff

SIR:

PLEASE TAKE NOTICE that the defendant, Ameriprise Financial Services, Inc., sued herein as "Ameriprise Financial Services, Inc., its agents, servants and/or employees"

("Ameriprise Financial"), by its undersigned attorneys, hereby removes the above-entitled action from the Superior Court of New Jersey, Law Division, Bergen County (the "State Court"), to the United States District Court for the District of New Jersey, based on the following:

1. According to the Complaint, plaintiffs are residents of the State of New Jersey, and, upon information and belief, they are citizens of the State of New Jersey.

2. Defendant, Ameriprise Financial, is a corporation organized and existing under the laws of, and incorporated by, the State of Delaware, with its principal place of business in the State of Minnesota.

3. Ameriprise Financial is the only defendant in this matter.

4. The above-entitled action was commenced in the State Court by the filing of a Complaint, a copy of such Complaint being annexed hereto as Exhibit "A".

5. No earlier than April 23, 2010, Ameriprise Financial received a copy of the Summons and Complaint in the above-entitled action. This was the first receipt by Ameriprise Financial, by service or otherwise, of the initial pleading setting forth the claim for relief in this action.

6. The above-entitled action was assigned Docket No. L-3245-10 in the State Court.

7. This Court has original jurisdiction of the above-entitled action pursuant to 28 U.S.C. Section 1332 in that the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between citizens of different states, the plaintiffs being citizens of New Jersey and the defendant being a corporation that is organized and existing under the laws of, and that has its principal place of business in, a state other than New Jersey.

8. No further proceedings have transpired in regard to the above-entitled action in the State Court.

9. This Notice of Removal is filed with this Court within thirty (30) days after first receipt by defendant of the Summons and Complaint in the State Court action, and, therefore, is timely pursuant to 28 U.S.C. Section 1446(b).

Accordingly, this action is hereby removed to the United States District Court for the District of New Jersey, pursuant to 28 U.S.C. Section 1441 and 1446.

DATED: May 19, 2010

CHORPENNING, GOOD, CARLET
& GARRISON, ESQS.
Attorneys for Defendant,
Ameriprise Financial Services, Inc., sued
herein as “Ameriprise Financial Services,
Inc., its agents, servants and/or employees”

By: s/Michael J. Zaretsky
Michael J. Zaretsky, Esq. (MZ-7098)

CERTIFICATION

I hereby certify that a copy of the within Notice of Removal has been mailed to the Clerk of the Superior Court, and that a copy of same has been served upon the above-named attorneys for plaintiff via regular mail on May 19, 2010.

DATED: May 19, 2010

s/Michael J. Zaretsky
Michael J. Zaretsky, Esq. (MZ-7098)

EXHIBIT A

SIEGEL & SIEGEL
300 Route 4 East
P.O. Box 279
Teaneck, New Jersey 07666
(201) 837-2300
Attorneys for Plaintiffs

RICHARD SHORE and RITA SHORE, : SUPERIOR COURT OF NEW JERSEY
Plaintiffs, : BERGEN COUNTY: LAW DIVISION
vs. : DOCKET NO.: L-3245-10
: Civil Action
AMERIPRISE FINANCIAL SERVICES, :
INC., its agents, servants, and/or employees, : COMPLAINT AND JURY DEMAND
Defendant. :

Plaintiffs, RICHARD SHORE and RITA SHORE, residing at 39-28 Brookside Avenue in the Borough of Fair Lawn, County of Bergen, and State of New Jersey, by way of Complaint, say that:

1. At all material times herein, defendant, AMERIPRISE FINANCIAL SERVICES, INC., was authorized to conduct business in the State of New Jersey with power to contract for Long Term Care Insurance.
2. On or about November 15, 1994, plaintiffs, RICHARD SHORE and RITA SHORE, purchased from defendant, AMERIPRISE FINANCIAL SERVICES, INC., Long Term Care Insurance bearing policy numbers 91004161975 004 and 91004161989 004.
3. At all material times herein defendant, AMERIPRISE FINANCIAL SERVICES, INC., it agents, servants and/or employees, represented to plaintiffs that they were purchasing Long Term Care Insurance which included Home and Community Care riders.

4. Plaintiffs relied upon the representations made by defendant, AMERIPRISE FINANCIAL SERVICES, INC., its agents, servants and/or employees, when they purchased the aforesaid Long Term Care Insurance with Home and Community Care riders.

5. At all material times herein, defendant, AMERIPRISE FINANCIAL SERVICES, INC., delivered to plaintiffs written Long Term Care Insurance policies bearing policy numbers 91004161975 004 and 91004161989 004 with Home and Community Care riders.

6. At all material times herein since 1994, plaintiffs paid to defendant, AMERIPRISE FINANCIAL SERVICES, INC., all applicable premiums for Long Term Care Insurance policies bearing policy numbers 91004161975 004 and 91004161989 004 with Home and Community Care riders.

7. In or about November 2009, defendant, AMERIPRISE FINANCIAL SERVICES, INC., advised plaintiffs that it had unilaterally retracted the Home and Community Care riders in the aforesaid policies of Long Term Care Insurance. Defendant unconscionably demanded that plaintiffs pay significant additional premiums for the aforesaid coverage.

8. The defendant's misconduct constitutes consumer fraud in violation of N.J.S.A. 56:8-1, et seq., for which treble damages and punitive damages are called for by way of damages.

9. The defendant's misconduct constitutes breach of contract and negligent misrepresentation for which plaintiffs are entitled to damages.

10. Plaintiffs seek enforcement of the entire policies of Long Term Care Insurance with Home and Community Care riders.

WHEREFORE, plaintiffs, RICHARD SHORE and RITA SHORE, demand judgment against the defendant, AMERIPRISE FINANCIAL SERVICES, INC., its agents, servants and/or employees, for damages, treble damages, punitive damages, and counsel fees, together with interest and costs of suit.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues.

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provisions of R. 4:25-4, the Court is advised that BERTRAM SIEGEL, ESQ., is hereby designated as trial counsel on behalf of the plaintiffs.

SIEGEL & SIEGEL
Attorneys for Plaintiffs

Dated: April 6, 2010


BERTRAM SIEGEL

CERTIFICATION PURSUANT TO 4:5-1

In accordance with Rule 4:5-1, I hereby certify that the matter in controversy in this action is not the subject of any pending action or arbitration and that no such action or arbitration is presently contemplated.

SIEGEL & SIEGEL
Attorneys for Plaintiffs

Dated: April 6, 2010


BERTRAM SIEGEL